

AGENDA

TUSAYAN TOWN COUNCIL MUNICIPAL CODE WORKSHOP

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Tuesday, September 3, 2013 at 5:00 P.M.

TUSAYAN TOWN HALL BUILDING

845 Mustang Drive, Tusayan Arizona

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Tusayan Town Council and to the general public that the Tusayan Town Council will hold a Meeting and Municipal Code workshop open to the public on Tuesday, September 3, 2013 at the Tusayan Town Hall Building. If authorized by a majority vote of the Tusayan Town Council, an executive session may be held immediately after the vote and will not be open to the public. The Council may vote to go into executive session pursuant to A.R.S. § 38-431.03.A.3 for legal advice concerning any matter on the agenda, including those items set forth in the consent and regular agenda sections. The Town Council may change, in its discussion, the order in which any agenda items are discussed during the course of the meeting.

Persons with a disability may request a reasonable accommodation by contacting the Town Manager at (928) 638-9909 as soon as possible.

As a reminder, if you are carrying a cell phone, electronic pager, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today's meeting.

TOWN COUNCIL MUNICIPAL CODE WORKSHOP

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

**MAYOR GREG BRYAN
VICE MAYOR AL MONTOYA**

**COUNCILMEMBER BILL FITZGERALD
COUNCILMEMBER JOHN RUETER
COUNCILMEMBER CRAIG SANDERSON**

** One or two Councilmembers may attend by telephone*

3. DISCUSSION OF DRAFT LANGUAGE FOR THE TUSAYAN MUNICIPAL CODE

Chapter 3 – Parks and Recreation

4. DISCUSSION OF PARK RULES

5. DISCUSSION OF JOINING ARIZONA STATE RETIREMENT SYSTEM (ASRS)

6. MOTION TO ADJOURN

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the General Store in Tusayan, Arizona on this _____ day of August, 2013, at _____ p.m. in accordance with the statement filed by the Tusayan Town Council

Signature of person posting the agenda

ITEM NO. 3

CHAPTER 13
PARKS AND RECREATION

ARTICLE 13-1

PARKS AND RECREATION CODE

13-1-1 General Provisions
13-1-2 Fees
13-1-3 Rules and Regulations
13-1-4 Interpretation of Rules
13-1-5 Penalty

SECTION 13-1-1 GENERAL PROVISIONS

A. Exclusions

The developing trails system for the town is excluded from this article.

B. Hours of operation.

1. All parks, playgrounds, recreational areas or facilities owned or managed by the Town shall be open for the use of the general public during the hours posted.
2. Use or occupancy of any public park outside of its posted hours of operation may be considered criminal trespass.

C. Authority to Close Parks, Playgrounds.

1. The Town Manager or designated representative(s) are hereby authorized to close any park, playground, recreational area or facility owned or managed by the Town, to all persons not properly authorized to be there, when an emergency exists that demands such closure for the protection of the public peace, health, safety, welfare, morals, or at the direction of the Council.
 2. In the event the town manager or designated representative(s) directs the closure of any park, playground, recreational area or facility owned or managed by the Town, the date and time of such emergency closure shall be posted upon the property affected.
 3. It is unlawful for any person, not properly authorized, to enter or fail to vacate any park, playground, recreational area, or facility when notice of emergency closure has been given.
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SECTION 13-1-2 FEES

The Council shall establish and set by resolution, the amount of charges for activities sponsored by the parks and recreation department or for the use of any park property or facilities owned or managed by the Town. Fees are determined by Council Resolution on an annual basis. The Town Manager may require an additional clean-up deposit be provided for larger events, to be determined on a case-by-case basis.

SECTION 13-1-3 RULES AND REGULATIONS

The Council may adopt rules and regulations for use of Town owned or managed parks, recreation areas, and facilities by resolution.

SECTION 13-1-4 INTERPRETATION OF RULES

- A. The Town Manager shall interpret these rules and regulations and may act in any case not specifically covered herein.
- B. Any request not contemplated by the provisions of this article or any refusal of a permit request may be appealed in writing to the Town Manager, which may at his discretion decide such appeal or refer it to the Council.

SECTION 13-1-5 PENALTY

Violations of this article shall be a class 3 misdemeanor.

ITEM NO. 4

TOWN OF TUSAYAN

at the entrance to Grand Canyon National Park

DATE: July 30, 2013
TO: Mayor and member of the Town Council
FROM: Will Wright
SUBJECT: Proposed Park rules

This memo is to present a plethora of park rules for the Council to consider as the park develops and usage increases among residents of this region. I have reviewed several larger cities' park rules as well as those for Coconino County and will provide a laundry list for discussion and possible approval at next week's Council meeting.

This memo is not meant to cover every park rule or to preclude any rule(s) that the Council may wish to adopt, but merely to spur thought and discussion in order to proceed with this exercise. It may also be advisable to share these rules with the school since they are our partners in the development and use of this park.

1. Open from 6 a.m. to 10:30 p.m. with no use permitted after hours when closed.
2. The Town of Tusayan its officers, employees, and agents shall not be responsible for any accident, injury, and/or loss of property or damage resulting from the use of The Park by any individual or group.
3. Please report any rule violations to the Coconino Sheriff's Department at 928-226-5012 or you may contact the mayor and/or council members.
4. Motorized vehicles (including ATVs, skateboards) are restricted to parking areas.
5. No overnight parking or camping.
6. Dogs and cats must be on a leash and are not allowed in fenced play areas (please remove pet waste).
7. No fires, except for in grills designated for such use and no smoking.
8. No drugs or alcoholic beverages allowed in the park or parking lot.
9. No possession of glass containers in park or parking lot.
10. No damage, change or removal of park property.
11. No discarding of litter or trash, except in trash receptacles.
12. No hitting golf balls, shooting arrows, slingshots, explosives or discharging firearms in the park.
13. No loud music.

Additional rules to consider, including: a) Do not climb trees; b) do not hunt or harass animals; c) do not smoke in enclosed facilities and restrooms; d) no horses, donkeys or mules; e) it is unlawful to obstruct town officials in the performance of their official duties in a park or to furnish false information to town officials; f) advertising or soliciting goods or services; g) signs may not be affixed to trees or placed over existing signs; h) offensive or disruptive behavior is prohibited; i) reserves the right to deny any activity or event proposed to be conducted in the park; and j) children are to be supervised at all times.

RESOLUTION NO. 2013-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF TUSAYAN, COCONINO COUNTY, ARIZONA ESTABLISHING RULES AND REGULATIONS CONCERNING TOWN OF TUSAYAN PARKS

WHEREAS, the Town of Tusayan has a community park within the Town and may have future parks that are maintained by the Town; and

WHEREAS, to enjoy the quiet, orderly and suitable use of the parks in a safe, healthy and comfortable environment for all those who share in that use, certain rules and regulations are needed; and

WHEREAS, Chapter 13 of the Tusayan Municipal Code requires that the Town Council, by resolution, adopt, and from time to time amend, rules and regulations governing public parks; and

WHEREAS, a comprehensive view of the rules regarding parks has been undertaken.

NOW THEREFORE, IT IS RESOLVED, that the Town Council establishes the following rules governing parks in Tusayan shall apply and are hereby adopted:

PARK RULES

1. Open from 6 a.m. to 10:30 p.m. and no use after hours when closed.
2. The Town of Tusayan its officers, employees, and agents shall not be responsible for any accident, injury, and/or loss of property or damage resulting from the use of The Park by any individual or group.
3. Please report any rule violations to the Coconino Sheriff's Department at 928-226-5012 or to the mayor and/or council members.
4. Motorized vehicles (including ATVs, skateboards) are restricted to parking areas.
5. No overnight parking or camping.
6. Dogs and cats must be on a leash and are not allowed in fenced play areas (please remove pet waste).
7. No fires, except for in grills designated for such use and no smoking (*in fenced play areas.*)
8. No drugs or alcoholic beverages allowed in the park or parking lot.
9. No possession of glass containers in park or parking lot.
10. No damage, change or removal of park property.
11. No discarding of litter or trash, except in trash receptacles.
12. No hitting golf balls, shooting arrows, slingshots, explosives or discharging firearms in the park.
13. No loud music.
14. No not climbing trees.

15. No hunting or harassing animals
16. No smoking in enclosed facilities and restrooms.
17. No horses, donkeys or mules.
18. It is unlawful to obstruct town officials in the performance of their official duties in a park or to furnish false information to town officials.
19. No advertising or soliciting goods or services
20. Signs may not be affixed to trees or placed over existing signs.
21. Offensive or disruptive behavior is prohibited.
22. The Town of Tusayan reserves the right to deny any activity or event proposed to be conducted in the park.
23. Children are to be supervised at all times.

PASSED AND ADOPTED BY the Mayor and Council of the Town of Tusayan, Arizona this 4th day of September, 2013.

Greg Bryan, Mayor

ATTEST:

Melissa A. Malone, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

ITEM NO. 5

**STATE OF ARIZONA
ARIZONA STATE RETIREMENT SYSTEM**

POLITICAL SUBDIVISION SUPPLEMENTAL RETIREMENT PLAN

The TOWN OF TUSAYAN, a Political Subdivision of
(Name of Political Subdivision)
the State of Arizona, hereinafter designated the Political Subdivision, in accordance with the
duly adopted Resolution of its governing body on SEPTEMBER 4 2013, a certified
copy of which is attached hereto and incorporated by reference herein, adopting a Supplemental
Retirement Plan pursuant to Section § 38-729, Arizona Revised Statutes, hereby enters into this
Agreement with the ARIZONA STATE RETIREMENT SYSTEM, hereinafter designated the
ASRS, to administer said Supplemental Retirement Plan.

In order to carry into effect the common governmental duties provided in Article 2, Chapter 5,
Title 38, Arizona Revised Statutes, the Political Subdivision agrees to be bound by the following
terms and conditions in consideration of the administration of such Supplemental Retirement
Plan by the ASRS and in consideration of the payment of employer and employee contributions
and pro rata share of operating and administrative costs, in the event of assessment of such costs,
to the ASRS, and the ASRS agrees to take the necessary actions to administer the Supplemental
Retirement Plan for officers and employees of the Political Subdivision in conjunction with the
operation and administration of the Arizona State Retirement System Plan.

1. **MEMBERSHIP** – All officers and employees of the Political Subdivision who are now or
hereafter in the future may be subject to coverage under the Federal Old Age and Survivors
Insurance System established by Title II of the Federal Social Security Act, as amended, and
implemented by Article 1, Chapter 5, Title 38, Arizona Revised Statutes, and by agreements
and regulations made and issued thereunder, shall be eligible for membership in the
Supplemental Retirement Plan adopted by the Political Subdivision.
2. **RETIREMENT PROVISIONS** – The Supplemental Retirement Plan shall contain the
provisions for its officers and employees as are now provided or may hereafter be provided
by the Legislature of the State of Arizona for state officers and employees in Article 2,
Chapter 5, Title 38, Arizona Revised Statutes.
3. **COMPLIANCE WITH STATE LAW and ASRS RULES AND POLICIES** – The
Political Subdivision agrees to comply promptly and completely throughout the term of this
Agreement with the letter and intent of Chapter 5, Title 38, Arizona Revised Statutes, the
ASRS Rules and Policies and the Resolution adopted by the governing body of the Political
Subdivision establishing a Supplemental Retirement Plan for its officers and employees. The
Political Subdivision agrees that no retirement program, exclusive of the Supplemental
Retirement Plan and the Federal Social Security System, shall hereafter be established on
behalf of its officers and employees included in the Supplemental Retirement Plan, except as
authorized in Arizona Statute.

4. **PAYMENT OF CONTRIBUTIONS** – The Political Subdivision will pay to the ASRS the employer and employee contribution required in Article 2 and 2.1, Chapter 5, Title 38, Arizona Revised Statutes, and the pro rata share of the cost of administering the Supplemental Retirement Plan, as may be required by the ASRS, at such times as shall be determined by law and ASRS regulations. In the event the Political Subdivision does not make, at the time or times due, the payments provided under the Agreement, there shall be added as part of the amounts due interest in accordance with Article 2, Chapter 5, Title 38, Arizona Revised Statutes.

5. **PAYMENT OF AMOUNT DUE FOR SERVICE BEFORE EFFECTIVE DATE** – The Political Subdivision agrees to pay the amounts, as determined by the ASRS, required to fund the additional costs of any benefits attributed to service before the effective date of the Supplemental Retirement Plan, pursuant to the Political Subdivision's election of the following, as indicated by the “ X ” in the space provided. (Mark one of the following):
 - ☐ The Political Subdivision waives benefits attributable to service for the Political Subdivision before the effective date of the Supplemental Retirement Plan and authorizes benefits under the Supplemental Retirement Plan only for service with the Political Subdivision from and after the effective date of the Supplemental Retirement Plan.
 - ☐ The amounts required to fund the additional cost of benefits for all eligible employees on the effective date of the agreement attributable to all service with the Political Subdivision before the effective date of the Supplemental Retirement Plan.
 - ☐ The amounts required to fund the additional costs of benefits for all eligible employees on the effective date of the agreement attributable to not more than years or percentage of service with the Political Subdivision before the effective date of the Supplemental Retirement Plan.

6. **WAGE REPORTS** – The Political Subdivision shall prepare and submit such wage and other reports to the ASRS as may be required from time to time and in the form prescribed by the ASRS.

7. **EXECUTION BY THE ASRS** – After the execution of this Agreement by the ASRS, it shall constitute a binding and irrevocable agreement between the Political Subdivision and the ASRS with respect to the matters set forth herein.

8. **AUTHORIZED AGENT** – TOWN MANAGER is hereby

Position Title

 designated as the duly authorized agent of the Political Subdivision and is authorized and directed to conduct all negotiations, conclude all arrangements, sign all agreements and modifications of agreements which may be necessary to carry out the intent of the Agreement in conformity with all applicable Federal and State laws, rules and regulations.

9. **BEGINNING DATE** – The effective date of the Supplemental Retirement Plan for officers and employees shall be the first day of the month following the month the agreement is accepted and approved by the ASRS, or as otherwise indicated in the ASRS approval block below, and all payments in this Agreement shall be computed from said date.

10. **NUMBER OF MEMBERS** – The Plan is to apply, upon approval, to approximately 2 employees.

For TOWN OF TUSAYAN

Name of Political Subdivision

Address: P.O. Box 709

845 MUSTANG DRIVE

GRAND CANYON, AZ 86023

Signed: _____

Authorized Agent

Date

Name: WILL WRIGHT

Title: TOWN MANAGER

Telephone Number: 928-638-9909

Approved for coverage to be effective _____, 201____, by the
ARIZONA STATE RETIREMENT SYSTEM.

Paul Matson, Director

Date

STATE OF ARIZONA

PLAN FOR POLITICAL SUBDIVISION
SOCIAL SECURITY COVERAGE

The TOWN OF TUSAYAN, a Political Subdivision of the
Name of Political Subdivision

The State of Arizona, hereinafter designated Political Subdivision, in accordance with a duly adopted resolution of its governing body on SEPTEMBER 4, 2013, a certified copy of which is attached hereto and incorporated by reference herein, hereby submits its Plan to the ARIZONA STATE RETIREMENT SYSTEM, hereinafter designated State Agency, to include all services performed by each of the eligible employees of Political Subdivision under the Old Age, Survivors, Disability and Health Insurance System established by Title II of the Federal Social Security Act, as amended, in conformity with Section 218 thereof (42 U.S.C.A., § 418) and implemented by Title 38, Chapter 5, Article 1, Arizona Revised Statutes, and applicable Federal and State regulations thereunder.

The Political Subdivision shall be bound by the following terms and conditions in consideration of the agreement dated June 29, 1951, between the Secretary of Health and Human Services and the State of Arizona, for the extension of the Old Age, Survivors, Disability, and Health Insurance System to cover the said employees of the Political Subdivision.

1. All services of each of its eligible employees within the coverage group(s), as defined in Section 218(b) (5) of the said Federal Social Security Act, indicated below by an "X" in the appropriate space, shall be included in the said insurance system coverage. (Mark one of the following):
 - ☐ (A) Employees engaged in performing services in connection with governmental functions.
 - ☐ (B) Employees engaged in performing services in connection with a proprietary function.
2. Political Subdivision will comply promptly and completely with the letter and intent of Title 38, Chapter 5, Article 1, Arizona Revised Statutes, and Section 218 of the Federal Social Security Act and applicable Federal and State regulations adopted pursuant thereto and the agreement entered into under A.R.S. § 38-702.

3. This Plan includes all services performed by each of the eligible employees of the Political Subdivision, except the following statutory exclusions:

- Any services performed by an employee in a position, which on the effective date of this agreement, is covered by a retirement system,
- Services performed by an employee who is employed to relieve him from unemployment,
- Services performed in a home, hospital or other institution by a patient or an inmate thereof,
- Covered transportation services (as defined in Section 210 (a) of the Social Security Act, as amended),
- Services (other than agriculture labor or service performed by a student) which are excluded from employment by any provision of Section 210 (a) of the Social Security Act, as amended, other than paragraph 8 of such section,
- Services of an emergency nature performed on and after January 1, 1968,

The following services are excluded from all agreements by statewide modification of agreement dated June 29, 1951, between the Secretary of the Health and Human Services and the State of Arizona.

- Services performed by a student if the work would be excluded if the work was done for a private employer.
- Services performed in positions of election official or election worker in each calendar year in which the remuneration paid for such service is less than \$1,500.00, as adjusted for each calendar year after 2000 to reflect changes in wages in the economy in accordance with Section 218 (C)(8) of the act.

In addition to the above statutory exclusions and exclusions by statewide modification, Political Subdivision elects to exclude the following, as indicated by an "X" in the appropriate space, from services to be included in the Plan:

- ☐ (A) All service in any class or classes of elective positions,
- ☐ (B) All service in any class or classes of part-time positions, as defined in Arizona Administrative Code R2-8-104(E),
- ☐ (C) All service in any class or classes of positions the compensation for which is on a fee basis,
- ☐ (D) Agricultural labor if the work would be excluded if done for a private employer,
- ☐ (E) No exceptions.

Social Security Coverage

4. The Political Subdivision shall withhold and remit the employee and employer contributions at the rates required by the Federal Social Security Administration and the U. S. Internal Revenue Service.
5. The Political Subdivision shall prepare and submit such wage and other reports as may be required from time to time by the Federal Social Security Administration and the U. S. Internal Revenue Service, and comply with provisions the Commissioner of the Social Security Administration find necessary to assure the correctness and verification of the reports.
6. The coverage as herein provided for all services of each of the eligible employees of the Political Subdivision shall be effective as of _____
Date
7. After approval of the Plan by the State Agency, the Plan shall constitute a binding and irrevocable agreement between the Political Subdivision and the Arizona State Retirement System with respect to the matters herein set forth.
8. That for the purpose of this Plan, the TOWN MANAGER is
Position Title
hereby designated as the duly authorized agent of the Political Subdivision, and is authorized and directed to conduct all negotiations, conclude all arrangements, sign all Plan amendments, agreements and instructions which may be necessary to carry out the letter and intent of the Plan in conformity with all applicable Federal and State laws, rules and regulations.
9. This Plan is to apply, upon approval, to approximately 2 employees.

For TOWN OF TUSAYAN
Name of Political Subdivision

Federal Employer Identification Number (Tax I.D.): 61-1617477

Signed: _____
Authorized Agent

Name: WILL WRIGHT
Date

Title: TOWN OF TUSAYAN

Approved by the ARIZONA STATE RETIREMENT SYSTEM Director on the _____
day of _____, 201__.

Michele Briggs
State Social Security Program Administrator

Date

Submit this document in duplicate. Both copies of this Plan must be signed as originals by the Authorized Agent designated in the Resolution.